

**EVERETT INDEMNITY INSURANCE COMPANY**

A Capital Stock Insurance Company  
 c/o Mt. McKinley Managers, L. L. C.  
 Westgate Corporate Center  
 477 Martinsville Road  
 PO Box 830  
 Liberty Corner, NJ 07938-0830

**EVEREST**

<b>COMMON POLICY DECLARATIONS</b>	
Policy Number : 5000000253-031	Sequence No.:
Renewal of Number :	
<b>Item 1. Named Insured and Mailing Address:</b> Town Center Ventures, LLC 1333 N. Buffalo Las Vegas, NV 89129	<b>Broker Name and Address:</b> Cromwell Management Corporation 60 Walnut Avenue, Suite 100 Clark, New Jersey 07066 Broker No.50
<b>Item 2. Policy Period</b> From: 5/15/03 To: 5/15/06 at 12:01 A.M., Standard Time at your mailing address shown above.	
<b>Item 3. Business Description:</b> Construction of 346 Condominium Units in Las Vegas, Nevada	
<b>Item 4. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.</b> This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.	
<b>Coverage Part(s)</b>	<b>Premium</b>
Commercial General Liability	\$
	\$
	\$
<b>Premium Payable to Insurer</b>	\$
Taxes, Surcharges or Fees	\$
<b>Total Cost</b>	\$
<b>Item 5. Forms and Endorsements</b> Form(s) and Endorsement(s) made a part of this policy at time of issue: See EDEC2250702	
<b>Item 6. Claims Organization</b> Notice of claim or circumstances which may give rise to a claim shall be given in writing to: Risk Enterprise Management 3230 East Imperial Highway Brea, CA 92601 (714)579-2500	

11/05/03

**AUTHORIZED REPRESENTATIVE** (or  
 countersignature where applicable)

THIS COMMON POLICY DECLARATIONS AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER  
 WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S), AND FORMS  
 AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

EDEC 101 07 00

**Redacted**

## COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

NAMED INSURED Town Center Ventures, LLC	EFFECTIVE DATE 5/15/03	POLICY NUMBER 5000000253-031
FORM OF BUSINESS: <input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input checked="" type="checkbox"/> Limited Liability Company  <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Organization including a corporation (but not including a Partnership, Joint Venture or Limited Liability Company)		
DESIGNATED PROJECT TOWN CENTER VENTURES		
THESE DECLARATIONS ARE COMPLETED ON THE ATTACHED COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE(S) OR SUPPLEMENTARY DECLARATIONS.		

LIMITS OF INSURANCE	
General Aggregate Limit	\$ :
Products-Completed Operations Aggregate Limit	\$
Personal and Advertising Injury Limit	\$ Any one person or organization
Each Occurrence Limit	\$

SELF INSURED RETENTION	\$50,000 each and every occurrence or offense
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FORMS AND ENDORSEMENTS			
FORMS AND ENDORSEMENTS ATTACHED TO THIS COVERAGE PART:			
CG00011001	EDEC2260702	EDEC2250702	EDEC1010700
EIL005030702	IL00210702	ECG035050702	ECG255080702
CG21470798	ECG215460103	ECG215450702	CG21450798
CG22430798	ECG995030702	ECG215360701	ECG215440702
ECG245240702	ECG215101299	ECG045600702	ECG255090702
ECG245250702	EIL005021097	ECG215010500	ECG215430702
ECG215510702	CG21701102	CG21711202	CG21761102
CG20100397			

PREMIUM	
GENERAL LIABILITY PREMIUM.....	\$
STATE TAX	\$
OTHER CHARGE (If Applicable):	\$
TOTAL COVERAGE PART PREMIUM	\$
ADVANCE PREMIUM	\$

Redacted

**SUPPLEMENTARY DECLARATIONS**

<b>NAMED INSURED</b> <i>Town Center Ventures, LLC</i>	<b>DECLARATIONS</b> Effective Date 5/15/03	<b>POLICY NUMBER</b> 5000000253-031
THIS DECLARATIONS IS USED AS AN OVERFLOW FOR FIELDS ON THE MAIN DECLARATIONS PAGE NOT LARGE ENOUGH FOR THE NECESSARY INFORMATION.	COUNTERSIGNED BY:  <div style="text-align: right;">_____ AUTHORIZED REPRESENTATIVE</div>	
<p><b><u>NAMED INSUREDS:</u></b></p> <p><b><i>FIRST NAMED INSURED AND MAILING ADDRESS:</i></b></p> <p>1. Town Center Ventures, LLC          1333 N. Buffalo          Las Vegas, NV 89129</p> <p><b><i>OTHER NAMED INSUREDS:</i></b></p> <p>2. Premier &amp; Cams Construction, Inc.          3. All Contractors and subcontractors enrolled in the Owner Controlled Insurance Program</p> <p>This policy applies solely for the liability of the above named insureds arising out of the Designated Project listed on the Limitation of Coverage to Designated Project Endorsement (ECG215430702).</p>		



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MINIMUM EARNED PREMIUM (25%) AND COMPOSITE RATE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The premium(s) due for this policy shall be calculated in accordance with the following:

1. The minimum earned premium shall be fully earned at the inception of the policy and is the greater of:
  - a. (25%) twenty-five percent of the amount entered as Advance Premium in the Schedule; or
  - b. The dollar amount shown in the Schedule as the Minimum Premium.

There will be no return of any portion of the minimum earned premium in the event of cancellation of the policy.

2. In **Section IV Commercial General Liability Conditions item 5. Premium Audit** part b. is deleted and replaced by:

The premium entered in the Schedule as Advance Premium is a provisional premium only and is subject to adjustment in accordance with the audit provisions of this policy. Premium adjustments effected as a result of premium audits will be done after the policy is no longer in effect but may be done by us while the policy is in effect. Premium Audit adjustment calculations will be made to determine additional premiums only. There will be no downward adjustments of the Advance Premium resulting from the Premium Audit provisions of this policy.

The Advance Premium is fully earned after the date shown in the Schedule as the Fully Earned Premium Date. If there is no date shown in the Schedule, the Fully Earned Premium Date will be 12 months after the inception of the policy. There will be no return of any portion of the Advance Premium in the event of cancellation of the policy after this date.

3. The Advance Premium is determined according to the Basis of Premium, Estimated Exposure and Composite Rate shown in the Schedule. The final premium will be determined by audit based on the actual exposure. Any audit premiums are due and payable on notice to the first Named Insured.
4. Composite Rate is per \$1000 of Basis of Premium.
5. Receipts means total amounts billed for sale of all units, including bad debts or accounts receivable.
6. Contract Cost means total amount of contract cost. This includes, but is not limited to, costs for land, material, equipment, labor, planning, and supervision. It does not include Soft Costs.
7. Soft Costs means:
  - a. Interest expense on money you borrow to finance construction or reconstruction;
  - b. Real estate or property taxes;
  - c. Advertising and promotional expense;
  - d. Insurance expenses;
  - e. Commissions, legal and accounting costs and fees and administrative expenses incurred as a result of a necessary renegotiation of a lease or leases;
  - f. Architectural fees, building inspection and permit fees and charges;
  - g. Storage charges; and
  - h. Survey costs.

## SCHEDULE

<b>Minimum Premium:</b>  \$		<b>Fully Earned Premium Date:</b>  11/15/04	
<b>Basis Of Premium:</b>  Receipts	<b>Estimated Exposure:</b>  \$	<b>Composite Rate:</b>  \$	<b>Advance Premium:</b>  \$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Redacted**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIMITATION OF COVERAGE TO DESIGNATED PROJECT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance applies only to "bodily injury", "property damage" and "personal and advertising injury" arising out of the Designated Project shown in the Schedule.

### **SCHEDULE**

**Designated Project:**

Town Center Ventures  
Fort Apache Road and Gilcrease Avenue  
Las Vegas, NV

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

POLICY NUMBER: 5000000253-031

COMMERCIAL GENERAL LIABILITY  
CG 20 10 03 97

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

**City of Las Vegas, Nevada**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Who Is An Insured (Section II)** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.



## SELF INSURED RETENTION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **Section I, Coverage A Bodily Injury And Property Damage Liability, 1. Insuring Agreement** and **Coverage B Personal And Advertising Injury Liability, 1. Insuring Agreement**:  
Our obligation to pay damages applies only to damages in excess of the Self Insured Retention shown in the Schedule. Our duty to defend the insured arises only after the Self Insured Retention is exhausted.
2. Self Insured Retention means the amount shown in the Schedule that you must pay on your own behalf for damages. This includes any "defense expenses" in connection with such damages. The Self Insured Retention applies per "occurrence" for damages covered under **Coverage A Bodily Injury And Property Damage Liability** or per offense for damages covered under **Coverage B Personal And Advertising Injury Liability**.
3. "Defense expenses" means payments allocated to a specific claim or "suit" for its investigation, settlement, or defense, including:
  - a. Attorney fees and all other litigation expenses.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$100 a day because of time off from work.
  - e. All costs taxed against the insured in the claim or "suit".
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

"Defense Expenses" does not include salaries and expenses of our employees or your "Employees", other than that portion of our employed attorneys' fees, salaries and expenses allocated to a specific claim or "suit" for the defense of the insured.
4. We have the right to participate with you in, or to assume in your name, control over the investigation, settlement, defense or appeal of any claim or "suit".  
We are obligated to pay "defense expenses" only when the amount of the settlement or judgment and "defense expenses" arising from a claim or "suit" exceeds your Self Insured Retention, in which case all such expense, cost or interest payments in connection with that claim or "suit" will be borne by you and us in the same proportion as your and our respective obligation for the judgment or settlement of that claim or "suit" and related "defense expenses".  
At our request, you will pay us any portion of your Self Insured Retention that we deem reasonable for any claim or "suit". If the total amount of the judgment or settlement of that claim or "suit" and related "defense expenses" is ultimately less than your Self Insured Retention, we will return to you the amount you paid us that is in excess of the ultimate cost.
5. If we exercise our right to assume the defense and the control of any claim or "suit" from you, we shall have sole and absolute authority to settle the claim for any amount, including any amounts within your Self Insured Retention. We will advise and consult with you prior to making any such settlement. You waive any claim or defense against us resulting from our entering into any such settlement without first obtaining your approval.



6. If we exercise our right to assume from you the defense and control of any claim that is within your Self Insured Retention:
  - a. The amount of the settlement or judgment and "defense expenses" arising from such claim or "suit," will be borne by you and us in the same proportion as your and our respective obligation for the judgment or settlement of that claim or "suit" and related "defense expenses"; and
  - b. Any policy requirements applicable to you for claims or "suits" covered by this policy will also apply to claims or "suits" within your Self Insured Retention.
7. Any counsel used by you in the defense of any claim or "suit" must be approved by us. You must retain counsel if we deem it necessary for any specific claim or "suit".
8. You will not obtain any insurance applying to your Self Insured Retention without our prior written consent.
9. You must contract for the services of a Claims Organization approved by us to perform claims administration services as required by us. Any change in the Claims Organization contract must be approved by us.
10. You or the Claims Organization will notify us or our appointed Claims Organization promptly of any "occurrence", offense, claim, "suit " or damages including those within the Self Insured Retention. You or the Claims Organization will provide us or our appointed Claims Organization with periodic updates of claim activity with the minimum information required by us and in the timeframe and format required by us. We have the right to examine your claim or "suit" activities or records at any time.

#### SCHEDULE

<b>Self Insured Retention: \$50,000</b> each and every occurrence or offense
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DEFENSE EXPENSES WITHIN LIMITS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. Section I, Coverage A Bodily Injury And Property Damage Liability, 1. Insuring Agreement parts (a)(1) and (a)(2) and Section I, Coverage B Personal And Advertising Injury Liability, 1. Insuring Agreement parts (a)(1) and (a)(2) are deleted and replaced by:
  - (1) The amount we will pay for damages and "defense expenses" is limited as described in Section III – Limits Of Insurance; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements and "defense expenses" under Coverages A or B.
2. Section I Supplementary Payments – Coverages A and B is deleted in its entirety.
3. The following is added to Section III – Limits of Insurance:

"Defense expenses" are included in the Limits of Insurance provided by this policy for Coverages A and B. All payments or costs incurred for "defense expenses" will reduce the Limits of Insurance by that amount. For each of the specific Limits of Insurance any "defense expenses" will be included in the sum of damages in determining the most we will pay. This will not increase the amount shown in the Declarations as the Limits of Insurance.
4. "Defense expenses" means payments allocated to a specific claim or "suit" for its investigation, settlement, or defense, including:
  - a. Attorney fees and all other litigation expenses.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$100 a day because of time off from work.
  - e. All costs taxed against the insured in the claim or "suit".
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

"Defense Expenses" does not include salaries and expenses of our employees or your "Employees", other than that portion of our employed attorneys' fees, salaries and expenses allocated to a specific claim or "suit" for the defense of the insured.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.



## 2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

COMMERCIAL GENERAL LIABILITY  
CG 21 45 07 98

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – DAMAGE TO PREMISES RENTED TO YOU**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. The last paragraph ("Exclusions c. through n. do not apply . . .") of Paragraph 2., Exclusions under Section I – Coverage A – Bodily Injury And Property Damage Liability is deleted.**
- B. The first exception ("Paragraphs (1), (3) and (4) of this exclusion do not apply . . .") to Exclusion J., Damage To Property of Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is deleted.**
- C. Paragraph 6. of Section III – Limits Of Insurance is deleted.**
- D. Any reference in the Declarations to "Damage To Premises Rented To You" is deleted.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ABSOLUTE ASBESTOS EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" involving or arising out of, directly or indirectly, asbestos, in any manner or form.

This exclusion includes, but is not limited to, claims or "suits" concerning exposure or alleged exposure to asbestos, as well as claims or "suits" concerning the incorporation, presence, or removal of asbestos in any building, structure, or product.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

COMMERCIAL GENERAL LIABILITY  
CG 22 43 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

COMMERCIAL GENERAL LIABILITY  
CG 22 43 07 98

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - CONVERSION & TRESPASS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Section I, Coverage A Bodily Injury And Property Damage Liability 2. Exclusions and Coverage B Personal And Advertising Injury Liability 2. Exclusions:

This insurance does not apply to damages arising from conversion or trespass by any insured. For the purposes of this endorsement, conversion means unlawful appropriation and use of another's property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – COVERAGE C- MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section I Coverage C Medical Payments is deleted in its entirety and any references to medical payments, medical expenses or Medical Expenses Limits in the Coverage Part do not apply.